cases against both the misfortunes and the possible dishonesty of their employers; and the construction to be adopted is that which, without violating the true signification of the language employed, shall best promote the object and efficiency of the statute." Barrows, J., in *Collins Granite Co.* v. *Devereux*, 72 Me. 422. A recent illustration of liberal construction under such laws is the decision of the Supreme Court of the United States in *Springer Land Association* v. *Ford*, 18 Sup. Ct. Rep. 170. The question in this case was as to the extent of land subject to a lien for labor performed on a ditch. The statute gave a lien for labor performed on improvements on land, including ditches, and provided in general that "the land on which any improvement is constructed, together with a convenient space about the same, or so much as may be required for the convenient use and occupation of the same, — to be determined by the court, — is also subject." This was construed to give a lien not only on the ditch itself, but also on the tract of twenty-two thousand acres which the ditch was intended to irrigate. Chief Justice Fuller, for the court, says, in substance, that to limit the lien to the strip sixty feet in width and twenty-six miles long, which was actually occupied by the ditch, "would unreasonably circumscribe the meaning of the statute." The ditch could not be operated without the tract it was intended to water. "Each was dependent on the other, and both were bound together in the accomplishment of a common purpose."

Mechanics' lien laws are interpreted either strictly, as granting one class of citizens special privileges in derogation of the common law, or liberally, as fostering the improvement of the country by justly aiding the laborer. Courts generally shape their views according as the statute in question is equitable or not. If the statute proposes to charge the property of one man for the debts of another, it will be strictly construed; but if it gives no more than a fair security to the laborer out of the property of the employer, it will be interpreted liberally. The statute in this case seems just; and the court were doubtless correct in construing it liberally. Whether even by liberal construction the twenty-two thousand acres were "required for the convenient use" of the ditch, within the meaning of the legislature, is not as clear. Control of the ditch would give practical control over the lands, and would seem in itself ample security for the labor expended. It might be argued, moreover, that the words of the statute apply rather to the space necessary for conducting the water properly, for repairing the banks, and so forth, than to the land whose proprietors, by withholding their patronage, might make the operation of the ditch unprofitable. Still the decision from a moral standpoint is not unjust. Other jurisdictions have gone even further; and considering the present tendency of legislation to give the mechanic every encouragement, the result here reached is probably justifiable.

SHIPMENTS C. O. D. *versus* THE LIQUOR LAW. — A man in a place where the sale of intoxicants is prohibited orders liquor from a licensed dealer in an adjoining county to be sent C. O. D. On its arrival he pays the carrier the price and express charges, and is given possession. Has there been an offence under the liquor laws?

This question recently came before the Kentucky Court of Appeals, *James* v. *Commonwealth*, 42 S. W. Rep. 1107; and it was ruled that the transfer of title took place when the goods were given to the express

company, and accordingly that the statute had not been violated. The question has been considerably discussed in other States, with some conflict of opinion, but the rule above stated seems to be correct. Courts taking the opposite view contend that the carrier is the agent of the seller, and that payment of the price is a condition precedent to the transfer of title. They receive apparent support from the many cases which have held that when a vendor takes a bill of lading from the carrier to his own order he retains title, though the goods are consigned to, and at the risk of, the buyer. This support, however, is apparent only, as in most of these cases the right of possession was the only point in dispute, and the remarks about title were uncalled for. Repetition has so established these *dicta* that they will now probably be followed as law; they appear, nevertheless, to be founded on mistake, and should govern only in cases where bills of lading are taken.

Title depends ultimately on the intention of the parties. Shipment at the buyer's risk throws on him all the burdens of ownership. If he pays the freight, the carrier must be considered his agent rather than the agent of the vendor. Accordingly, when these facts appear, title will be presumed to pass at the time of shipment by mutual assent. When additional facts appear, the inquiry should be how far they tend to support or rebut this inference. Now it seems plain that adding the words "cash on delivery" does not necessarily show more than a desire to control the possession, which desire is entirely consistent with an intention to pass title. And finally, when we consider that, in nine cases out of ten, the shipper will know the liquor laws in question, it seems unreasonable to say that he exposes himself to a criminal prosecution for the sake of retaining title when he can keep every advantage by a simple lien.

THE MAYOR OF BOSTON ENJOINED. — The injunction issued Jan. 25, 1898, by Judge Richardson, of the Superior Court of Massachusetts, against the mayor of the city of Boston and others, has the distinction of involving at once questions of importance from the three standpoints of politics, law, and equity. *Lynch & Woodward* v. *Josiah Quincy et al.*, Boston Advertiser, Jan. 26, 1898. The plaintiffs were under contract with the city to make repairs upon the Dover Street bath-houses. Failing to carry out a bare promise on their part to employ only union men, a promise which was distinct from the contract, and not enforecable at law, they were ordered, by the authority of the mayor, at the request of the labor unions, to stop work. Police were sent to enforce this order; whereupon the plaintiffs applied for an injunction. A temporary injunction was accordingly granted, by Judge Richardson, which restrained the mayor and the other defendants from further interference.

Commendable or ill-advised as the action of Mayor Quincy may have been, judged by the standards of ethics or politics, that inquiry is beyond the province of the law. Whether the act restrained, however, was a tort, and, if a tort, whether equity had jurisdiction to restrain it, are living questions. The first point the law must answer by saying that Mayor Quincy's act was a legal wrong. The court seems to have been right in holding that his interference was outside the scope of his authority, and not binding upon the city. His act, therefore, is to be looked upon as done in his personal capacity, with the intention of preventing the plaintiffs from completing their contract. Such a prevention is a tort. The